

PLAYNOTE™ WARRANTY

DELTA USA INC. WARRANTS ALL PARTS TO BE FREE FROM ANY MANUFACTURING DEFECTS UNDER NORMAL USE AND SERVICE FOR A PERIOD OF ONE YEAR FROM DATE OF SHIPMENT.

*IF THE PRODUCTS DESCRIBED IN THIS MANUAL FAIL TO CONFORM TO THIS WARRANTY, SELLER'S SOLE LIABILITY SHALL BE, AT ITS OPTION, TO REPAIR, REPLACE, OR CREDIT BUYER'S ACCOUNT FOR SUCH PRODUCTS WHICH ARE RETURNED TO SELLER DURING SAID WARRANTY PERIOD, PROVIDED:

*(A) SELLER IS PROMPTLY NOTIFIED IN WRITING UPON DISCOVERY BY BUYER THAT SAID PRODUCTS ARE DEFECTIVE;

*(B) SUCH PRODUCTS ARE RETURNED PREPAID TO SELLERS' PLANT.

*(C) SELLER'S EXAMINATION OF SAID PRODUCTS DISCLOSES TO SELLER'S SATISFACTION THAT SUCH ALLEGED DEFECTS EXISTED AND WERE NOT CAUSED BY ACCIDENT, MISUSE, NEGLIGENCE, ALTERATION, IMPROPER REPAIR, INSTALLATION OR IMPROPER TESTING.

*IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

*EXCEPT FOR ANY EXPRESS WARRANTY SET FORTH IN A WRITTEN CONTRACT BETWEEN SELLER AND BUYER WHICH CONTRACT SUPERSEDED THE TERMS OF THIS ORDER, THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE SELLER'S PART, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THE SELLER ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE PRODUCT UNDER THIS ORDER .